

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626133

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PLM Operations, LLC		02/12/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2905172		
Registration Number:	2968652		
Registration Number:	5757880		
Registration Number:	5757881		
Registration Number:	5079373	SIERRA DEL SOL FARMS	
Registration Number:	5079449	SIERRA DEL SOL FARMS	
Registration Number:	5765919	MANGO HELADAS	
Registration Number:	4575948	COOLSTIX	
Registration Number:	5498001	SOURCHILLS	
Serial Number:	86453565	LA MICHOACANA	
Serial Number:	86453553	LA MICHOACANA	
Serial Number:	85393112	LA INDITA MICHOACANA	
Serial Number:	85341601	LA INDITA MICHOACANA	
Serial Number:	85378387	LA INDITA	
Serial Number:	77451471	LA MICHOACANA ES NATURAL	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212.940.6562
Email: joanne.arnold@katten.com
Correspondent Name: Joanne BL Arnold
Address Line 1: Katten
Address Line 2: 575 Madison Avenue
Address Line 4: New York, NEW YORK 10022-2585

NAME OF SUBMITTER:	Joanne BL Arnold
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SIGNATURE:	/Joanne BL Arnold/
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DATE SIGNED:	02/12/2021
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 12, 2021, is made by PLM OPERATIONS, LLC (the “Grantor”), in favor of Antares Capital LP (“Antares”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of December 3, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among WPP TROPICALE, LLC, a Delaware limited liability company, the other Borrowers from time to time party thereto, the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto and Antares, as Agent for the Lenders and L/C Issuers, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a First Lien Guaranty and Security Agreement dated as of December 3, 2019 in favor of the Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guaranty the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Property and no security interest is granted in any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in the Grantor's reasonable business judgment, in connection with their Trademarks subject to a security interest hereunder.

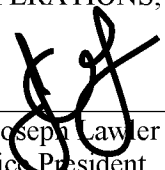
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLM OPERATIONS, LLC, as Grantor

By:  _____
Name: Joseph Lawler
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

ANTARES CAPITAL LP, as Agent

By:  _____



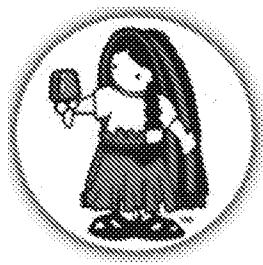
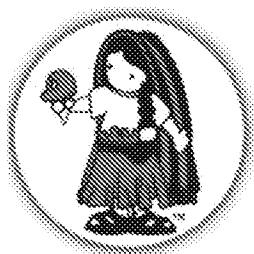
Name: Kevin Mihelic


Its: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

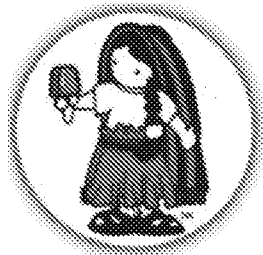
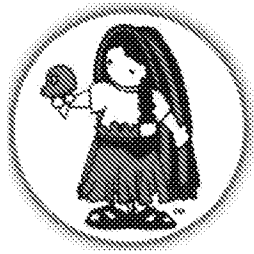

Trademark Registrations



1. REGISTERED TRADEMARKS

Mark	Registration No.	Registration Date
 “Girl With Bar”	U.S. Reg. 2,905,172	November 23, 2004 Renewed: November 23, 2014
 “Girl with Cone”	U.S. Reg. 2,968,652	July 12, 2005 Renewed: July 12, 2015
 “Girl in Pink with Bar”	U.S. Reg. 5,757,880	May 21, 2019
 “Girl in Pink with Cone”	U.S. Reg. 5,757,881	May 21, 2019
SIERRA DEL SOL FARMS	U.S. Reg. 5,079,373	November 8, 2016

Mark	Registration No.	Registration Date
	U.S. Reg. 5,079,449	November 8, 2016
MANGO HELADAS	U.S. Reg. 5,765,919	May 28, 2019
COOLSTIX	U.S. Reg. 4,575,948	July 29, 2014
SOURCHILLS	U.S. Reg. 5,498,001	June 19, 2018

2. TRADEMARK APPLICATIONS

Mark	Application No.	Date Filed
 "Girl in Pink with Bar"	U.S. App. Ser. 86/453,565	November 13, 2014
 "Girl in Pink with Cone"	U.S. App. Ser. 86/453,553	November 13, 2014
 LA INDITA MICHOACANA & Design	U.S. App. Ser. No. 85/393,112	August 9, 2011

Mark	Application No.	Date Filed
 <p data-bbox="245 472 721 506">LA INDITA MICHOACANA & Design</p>	<p data-bbox="789 359 1013 422">U.S. App. Ser. No. 85/341,601</p>	<p data-bbox="1089 359 1235 392">June 8, 2011</p>
<p data-bbox="412 539 553 573">LA INDITA</p>	<p data-bbox="789 539 1013 602">U.S. App. Ser. No. 85/378,387</p>	<p data-bbox="1089 539 1247 573">July 22, 2011</p>
 <p data-bbox="250 829 716 892">LA MICHOACANA ES NATURAL & Design</p>	<p data-bbox="789 737 1013 800">U.S. App. Ser. No. 77/451,471</p>	<p data-bbox="1089 737 1263 770">April 17, 2008</p>